

UNITED STATES DISTRICT COURT

District of MASSACHUSETTS

IRON MOUNTAIN INFORMATION
MANAGEMENT, INC.

SUMMONS IN A CIVIL CASE

V.
L&L TEMPORARIES, INC., FLEXIBLE FUNDING, LLC,
and THE UNITED STATES OF AMERICA THROUGH
THE INTERNAL REVENUE SERVICE

CASE NUMBER:

05 10979 DPW

TO: (Name and address of Defendant)

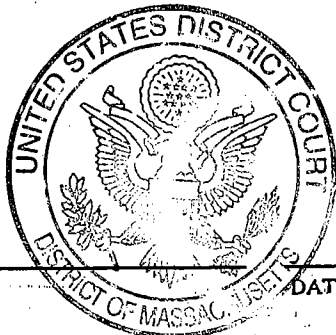
Flexible Funding, LLC
1 Embarcadero Center
San Francisco, California

YOU ARE HEREBY SUMMONED and required to serve upon PLAINTIFF'S ATTORNEY (name and address)

Larry L. Varn and Samuel A. Miller
SULLIVAN & WORCESTER LLP
One Post Office Square
Boston, MA 02109

an answer to the complaint which is herewith served upon you, within sixty (60) days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You must also file your answer with the Clerk of this Court within a reasonable period of time after service.

SARAH A. THORNTON



JUN - 9 2005

CLERK

(By) DEPUTY CLERK

[Signature]

RETURN OF SERVICE

Service of the Summons and complaint was made by me ⁽¹⁾	DATE
NAME OF SERVER (PRINT)	TITLE

Check one box below to indicate appropriate method of service

- ☐ Served personally upon the third-party defendant. Place where served: _____
- ☐ Left copies thereof at the defendant's dwelling house or usual place of abode with a person of suitable age and discretion then residing therein.
Name of person with whom the summons and complaint were left: _____
- ☐ Returned unexecuted: _____
- ☐ Other (specify): _____

STATEMENT OF SERVICE FEES

TRAVEL	SERVICES	TOTAL
--------	----------	-------

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Return of Service and Statement of Service Fees is true and correct.

Executed on _____
Date

Signature of Server

Address of Server

(1) As to who may serve a summons see Rule 4 of the Federal Rules of Civil Procedure.

AO 399 (Rev. 10/95)

WAIVER OF SERVICE OF SUMMONSTO: Larry L. Varn and Samuel A. Miller

(NAME OF PLAINTIFF'S ATTORNEY OR UNREPRESENTED PLAINTIFF)

I, Flexible Funding, LLC

(DEFENDANT NAME)

, acknowledge receipt of your request

that I waive service of summons in the action of Iron Mountain Information Mgmt, Inc. v. L&L Temps., et al.

(CAPTION OF ACTION)

which is case number 1:05-cv-10979-DPW

(DOCKET NUMBER)

in the United States District Court

for the

District ofMassachusettsfirst amendedI have also received a copy of the ^{first amended} complaint in the action, two copies of this instrument, and a means by which I can return the signed waiver to you without cost to me.

I agree to save the cost of service of a summons and an additional copy of the complaint in this lawsuit by not requiring that I (or the entity on whose behalf I am acting) be served with judicial process in the manner provided by Rule 4.

I (or the entity on whose behalf I am acting) will retain all defenses or objections to the lawsuit or to the jurisdiction or venue of the court except for objections based on a defect in the summons or in the service of the summons.

I understand that a judgment may be entered against me (or the party on whose behalf I am acting) if an answer or motion under Rule 12 is not served upon you within 60 days after June 15, 2005

(DATE REQUEST WAS SENT)

or within 90 days after that date if the request was sent outside the United States.

June 15, 2005

(DATE)

Richard S. Rosenstein

(SIGNATURE)

Printed/Typed Name:

Richard S. Rosenstein

As

Attorney

(TITLE)

of

Flexible Funding, LLC

(CORPORATE DEFENDANT)

Duty to Avoid Unnecessary Costs of Service of Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain parties to cooperate in saving unnecessary costs of service of the summons and complaint. A defendant located in the United States who, after being notified of an action and asked by a plaintiff located in the United States to waive service of summons, fails to do so will be required to bear the cost of such service unless good cause be shown for its failure to sign and return the waiver.

It is not good cause for a failure to waive service that a party believes that the complaint is unfounded, or that the action has been brought in an improper place or in a court that lacks jurisdiction over the subject matter of the action or over its person or property. A party who waives service of the summons retains all defenses and objections (except any relating to the summons or to the service of the summons), and may later object to the jurisdiction of the court or to the place where the action has been brought.

A defendant who waives service must within the time specified on the waiver form serve on the plaintiff's attorney (or unrepresented plaintiff) a response to the complaint and must also file a signed copy of the response with the court. If the answer or motion is not served within this time, a default judgment may be taken against that defendant. By waiving service, a defendant is allowed more time to answer than if the summons had been actually served when the request for waiver of service was received.